

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ATRIUM GROUP DE EDICIONES Y
PUBLICACIONES, S.L., FRANCISCO
ASENSIO,

Plaintiffs

v.

HARRY N. ABRAMS, INCORPORATED,
JOHN DOES 1-10

Defendants.

08-CV-01569 (CM)

**NOTICE OF MOTION
TO WITHDRAW AS COUNSEL
AND FOR
ATTORNEY'S CHARGING LIEN**

PLEASE TAKE NOTICE that, upon the Declarations of Zeynel M. Karcioglu, Esq., and the Declaration of Barry E. Janay, Esq., the accompanying Memorandum of Law, and any respective exhibits annexed to the aforementioned documents, as well as upon all other pleadings and proceedings had herein, Plaintiff's counsel will move before the Honorable Colleen McMahon, United States District Judge, Southern District of New York, on a date and time to be set by the Court, for an order granting the application of Plaintiff's counsel:

(a) Permitting the undersigned to withdraw as counsel and directing that all proceedings herein are stayed pending Plaintiff securing substitute counsel;

(b) Declaring that a settlement agreement has been reached, but no Stipulation of Settlement has as of yet been filed or entered;

(c) Adjudicating that, as a result of the work they performed in the above captioned matter and their contingency fee interest in any settlement proceeds as outlined in the Engagement Letter executed on January 15th, 2008 a lien under NY Judiciary Law § 475 exists in favor of The Law Office of Barry E. Janay, P.C. and Zeynel Karcioglu, Esq.;

(d) Adjudicating and ordering that The Law Office of Barry E. Janay, P.C. and Zeynel M. Karcioglu, Esq. are entitled to payment of past due hourly fees of \$2,212.61 as well as twenty-eight thousand four hundred fifty-eight and 60/100 dollars (\$28,458.60) which constitutes a percentage of the proceeds payable to the Plaintiff's from Defendant Harry N. Abrams, Inc. as outlined in the settlement agreement for the U.S. matter, and directing that these funds be transferred to The Law Office of Barry E. Janay, P.C., whether they be in the possession or control of the Plaintiffs, Defendant, or Defendant's parent company and party to the settlement agreement La Martinier Groupe, or any of their attorneys or agents;

(e) In the alternative to the relief requested in (d) above, an award of attorneys fees in *quantum meruit* in the amount of twenty-one thousand two hundred seventy-two dollars and sixty cents (\$21,272.60); and

(f) Granting to The Law Office of Barry E. Janay, P.C. and Zeynel Karcioglu, Esq. such other and further relief which as to this Court seems just, proper, and equitable.

Dated: New York, New York
August 12, 2008

ATTORNEYS FOR PLAINTIFF



Barry E. Janay (BJ9311)
The Law Office of Barry E. Janay, P.C.
33 Maiden Lane, Ninth Floor
New York, New York 10038
Tel: 212-742-9403
Fax: 208-693-6720
-and-
Zeynel Karcioglu (ZMK 7931)
36 E. 20th St. 6th Floor
New York, NY 10003
Tel: 212-505-6933
Fax: 646-219-4517

To:

VIA ECF AND FIRST CLASS MAIL TO

Edward J. Davis
Attorney for Defendant Harry N. Abrams, Inc.
Davis Wright Tremaine LLP
1633 Broadway, 27th Floor
New York, NY 10019
Tel: (212) 603-6431
Fax: (212) 489-8340
Email: eddavis@dwt.com

-and-

VIA ELECTRONIC MAIL AND FEDERAL EXPRESS

Atrium Group
Francisco Asensio, President
Edificios Trade Gran Vía Carlos III, 84,
08028 Barcelona, SPAIN
Tel: +34. 93 254 0099
Fax: +34. 93 372 1661
Email: asensio@atriumgroup.org